

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

RYAN BRESLOW, ALEX FINE, and JON
GORDON,

Plaintiffs,

v.

MARK PHILLIPS and BENJAMIN REED,

Defendants.

Action No.: 23-cv-20727-ALTMAN/Reid

Honorable Roy K. Altman

MOVEMENTDAO and MARK PHILLIPS,

Counterclaim-

Plaintiffs

v.

RYAN BRESLOW, ALEX FINE, and JON
GORDON,

Counterclaim-Defendants

**COUNTERCLAIM-DEFENDANTS' UNOPPOSED MOTION FOR LEAVE TO
EXCEED THE PAGE LIMITATION OF LOCAL RULE 7.1(c)(2)**

Counterclaim-Defendants Ryan Breslow (“Breslow”), Alex Fine (“Fine”), and Jon Gordon (“Gordon”) (collectively, “Counterclaim-Defendants”), by and through their undersigned counsel and pursuant to Local Rule 7.1.C.2, S.D. Fla. L.R., hereby file this unopposed motion for permission to exceed the twenty-page limitation on a memorandum of law by ten (10) pages in filing their Motion to Dismiss and Incorporated Memorandum of Law (the “Motion”) in response to the Counterclaim filed by Counterclaimants MovementDAO and Mark Phillips (the “Counterclaim”), ECF No. 73-1. In support thereof, Counterclaim-Defendants state as follows:

1. Local Rule 7.1(c) authorizes this Court to grant leave to file a memorandum in excess of the twenty-page limit set forth in the Local Rule.

2. Counterclaim-Defendants have made every effort to make their brief concise. However, given the nature of Counterclaim-Defendants' defenses and arguments, the complexity of the legal issues involved, and the dispositive nature of Counterclaim-Defendants' requested relief, it is necessary for Counterclaim-Defendants to exceed the twenty-page limit in order to adequately demonstrate their entitlement to relief.

3. The Counterclaim asserts six causes of action, including claims for breach of contract (on behalf of both MovementDAO and, separately, Mr. Phillips), fraud, promissory estoppel, tortious interference with contractual relations, and declaratory relief. The breach of contract claim asserted by MovementDAO is actually four distinct claims, involving alleged breaches of four different documents. The additional pages are needed principally to adequately address the deficiencies of each of those contract claims.

4. Furthermore, the Counterclaim incorporates by reference (but does not attach) several documents that form the basis for Counterclaimants' causes of action. To explain the deficiencies of the Counterclaim, including pointing out how the allegations in the Counterclaim contradict the documents that are essential to Counterclaimants' claims, Counterclaim-Defendants require additional pages.

5. Ultimately, Counterclaim-Defendants have made every effort to limit the length of the Motion. Despite those good-faith efforts, they are unable to fully brief the issues in less than twenty pages. Accordingly, Counterclaim-Defendants respectfully request leave to exceed Local Rule 7.1(c)'s twenty-page limit by ten (10) pages.

6. Counsel for Counterclaim-Defendants met and conferred with counsel for Counterclaim-Plaintiffs. Counterclaim-Plaintiffs do not oppose the relief sought by this motion.

COMPLIANCE WITH LOCAL RULE 7.1(a)(3)

On June 26, 2023, counsel for Counterclaim-Defendants conferred with Counterclaim-Plaintiffs' counsel. Counterclaim-Plaintiffs do not oppose the relief sought by this Motion.

Date: June 26, 2023

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served by the Court's CM/ECF system on June 26, 2023 on all counsel of record.

/s/ Jamie L. Katz
Jamie L. Katz

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**[PROPOSED] ORDER GRANTING COUNTERCLAIM-DEFENDANTS' UNOPPOSED
MOTION TO EXCEED THE PAGE LIMITATION OF LOCAL RULE 7.1(c)(2)**

The Court has considered Counterclaim-Defendants' Unopposed Motion for Leave to Exceed the Page Limitation, pursuant to Local Rule 7.1(c)(2) for the Southern District of Florida. This Court having considered the Motion and all other relevant materials, it is hereby ORDERED AND ADJUGED that:

The Motion is GRANTED. Counterclaim-Defendants are permitted to exceed the twenty-page limitation of Local Rule 7.1(c)(2) by ten (10) pages for their Motion to Dismiss and Incorporated Memorandum of Law in response to the Counterclaim, ECF No. 73-1.

_____, 2023

United States District Judge
Southern District of Florida

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/s/ Jamie L. Katz
Jamie L. Katz